# Guadalupe Valley Telephone Cooperative

# GVTC March Spurs Tickets Giveaway

# OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

BY ENTERING THIS PROMOTION, PARTICIPANTS ACCEPT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS IN THESE OFFICIAL RULES. WINNING IS CONTINGENT ON FULFILLING ALL REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. ANY VIOLATION OF THESE RULES MAY RESULT IN DISQUALIFICATION, WITHOUT NOTICE OR OTHER OBLIGATION TO THE VIOLATOR. ALL DECISIONS OF SPONSOR ARE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED BY LAW.

1. **Sponsor**. The sponsor of this GVTC December Tech Giveaway (the “Promotion”) is Guadalupe Valley Telephone Cooperative, Inc., at 36101 FM 3159, New Braunfels, Texas 78132 (“Sponsor”).

This Promotion is being marketed and promoted by Soda Pops Patio and Grill in Boerne, Texas, but Soda Pops Patio and Grill Boerne is NOT a sponsor of this Promotion.

This Promotion is NOT sponsored, endorsed, or administered by, or associated with, Facebook or Instagram.

# Timing.

* 1. **Promotion Period**. The Promotion entry period begins on March 2, 2020 at 10:00 a.m. Central Standard Time (“CST”) and ends on March 13, 2020 at 11:59 p.m. CST (the “Promotion Period”). Sponsor’s computer is the official time- keeping device for the Promotion.
	2. **Drawing(s)**. One (1) potential winner will be selected on or about March 16, 2020. The potential winner will be randomly drawn from all eligible entries received during the Promotion Period.
1. **Eligibility Requirements**. This Promotion is open only to legal residents living in the state of Texas, United States and within Sponsor’s service area (check here to see if you are in Sponsor’s service area: https://gvtc.com/check-availability) who are at least eighteen (18) years old at the time of entry and who can provide proof of U.S. residency. Residents of U.S. territories and possessions, U.S. military installations in foreign countries, and all locations not physically located within the Sponsor’s service area in Texas (see link above) are excluded from this Promotion. Past and present employees, officers, directors, agents, and independent contractors of Sponsor, of Soda Pops Patio and Grill Boerne, and any of each of their respective affiliates or other companies involved in the development or administration of this Promotion, as well as the immediate family members (spouse, parents, siblings, and children) and household members of such employees, officers, directors, agents, and independent contractors are not eligible to enter this Promotion. This Promotion is subject to all applicable federal, state, and local laws and regulations. This Promotion is void where prohibited by law. Sponsor reserves the right to disqualify any participant that Sponsor determines, in its sole discretion, is ineligible to participate in the Promotion.
2. **How to Enter**. Participants can find information about how to enter by visiting Sponsor’s Facebook or Instagram pages -- <https://www.facebook.com/OfficialGVTC/>or [https://www.instagram.com/officialgvtc/](%20https%3A//www.instagram.com/officialgvtc/) -- or by visiting <https://www.facebook.com/SodaPopsBoerne/> during the Promotion Period and following the instructions provided at Sponsor’s Facebook and Instagram pages and at Soda Pops Patio and Grill Boerne’s Facebook page to enter for a chance to win. There will be five steps to enter. To enter via this method (see alternative means of entry below), you will need a valid Facebook account. Setting up a Facebook account is free of charge. You acknowledge and agree that there are specific Facebook terms and conditions that apply to your Facebook account. Five steps to enter:
3. Take the “WiFi Score” quiz at gvtc.com/wifiscore, which will require that you provide your first and last name, email address, and phone number; AND
4. Follow @officialGVTC on Facebook at [https://www.facebook.com/OfficialGVTC](https://www.facebook.com/OfficialGVTC/); AND
5. Like our Facebook post about this Promotion—this is the first post on our Facebook page https://www.facebook.com/OfficialGVTC/ ; AND
6. Follow @SodaPopsBoerne on Facebook at <https://www.facebook.com/SodaPopsBoerne/> ; AND
7. Post a photo of your Spurs swag to GVTC’s Facebook page (https://www.facebook.com/OfficialGVTC) or Soda Pops Patio and Grill Boerne’s Facebook page (<https://www.facebook.com/SodaPopsBoerne/>) and tag the photo using #GVTCPopsGiveaway. If you do not have any Spurs swag, you do not have to buy Spurs swag; instead, post a photo to either GVTC’s or Soda Pops Patio and Grill Boerne’s Facebook page of what the Spurs mean to you, and tag the photo using #GVTCPopsGiveaway.

If you do not follow all of the required steps above, you will not be entered for the chance to win unless you enter via the alternative means of entry described below.

ALTERNATIVE MEANS OF ENTRY: While we prefer that take our WiFi Score quiz and otherwise follow the five steps above, if you do not have a Facebook account or do not wish to take the quiz, post a photo, or otherwise follow the steps above, you may enter the Promotion by emailing your email address, first and last name, phone number, AND a request to be entered into the Promotion to gvtc.marketing@gvtc.net during the Promotion Period. All email entries must be received by Sponsor no later than the end of the Promotion Period. Taking the quiz and following the other steps above will not increase your chances of winning, and if you enter via email through this alternative means of entry instead, your odds of winning will be the same as if you enter by taking the quiz and following the steps above.

Limit: The Promotion is limited to one entry per person, per household, and per, Facebook account. Any attempt by a participant to enter the Promotion more than once by using multiple/different Facebook accounts, email addresses, or identities or any other method will disqualify that participant. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor has no obligation to notify the participant of the disqualified entry.

In the event of a dispute as to the person associated with any entry, the authorized account holder of the email address used to enter will be deemed the participant. With respect to email addresses, the “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to show proof of being the authorized account holder.

Only entries received by the end of the Promotion Period will be eligible for the prize. All entries received after the end of the Promotion Period will be void and will not be eligible to win. Sponsor will not verify receipt of entries, and proof of submission will not be deemed proof of receipt by Sponsor. Entries are automatically null and void if not obtained through the authorized channels or if any part is late, lost, stolen, incomplete, illegible, unintelligible, invalid, damaged, misdirected, or contains typographical or other errors. Sponsor is not responsible or liable in any way for such entries or errors. Sponsor has no obligation to notify the participant of the disqualified entry.

Unless required by law, Sponsor is not required to review or respond to any correspondence received from a participant regarding the Promotion.

# Photo Representations and Warranties. You must be, and your entry is your guarantee that you are, the sole author and owner of the copyrights and other intellectual property and proprietary rights in and to the photo you post to the GVTC or Soda Pops Patio and Grill Boerne Facebook page. In addition, by entering, you represent and warrant that the photo you submit with your entry (i) does not infringe, misappropriate, or otherwise violate any other person’s or entity’s copyrights, trademark rights, trade secret rights, other intellectual property or proprietary rights, rights of privacy or publicity, or any other rights; (ii) does not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where the content is created; and (iii) has not been submitted previously in any promotion and will not be submitted as an entry to any other promotion during the Promotion Period.

# Participants further represent and warranty that they have secured all consents and approvals in writing from any persons featured in photos posted for the Promotion, and participants acknowledge and agree that, upon request from Sponsor, participants will provide such written consents and approvals to Sponsor and secure any additional written consents, approvals, or releases required by Sponsor from any persons featured in such photos. Further, please do NOT post a photo of any person under the age of eighteen without such person’s parents’ or legal guardians’ consent.

# In the event that Sponsor determines, in its sole discretion, that the content submitted does not comply with any of the foregoing, Sponsor may disqualify the associated participant, without providing notice to the participant.

# Winner Selection and Notification.

* 1. **Winner Selection**. There will only be one (1) prize winner. One entry will be selected via a random drawing on or about March 16, 2020.
	2. **Winner Notification and Announcement**. Receiving the prize is contingent upon compliance with these Official Rules. The potential winner will be notified by private message on Facebook or Instagram on or about March 16, 2020. If the winner entered via the alternative means of entry, the potential winner will be notified via email on or about March 16, 2020. Once a potential winner is contacted by Sponsor, he or she will have 24 hours from the time Sponsor sends the message, to respond and claim the prize and sign the required Affidavit of Eligibility and Release (discussed in Section 11 below). If the potential winner does not respond and sign the required Affidavit of Eligibility and Release within the time frame outlined above, or if the prize notification is returned as undeliverable, the prize will be forfeited without notice to the potential winner, and the prize may be given to an alternate winner, selected via random drawing from all eligible entries received during the Promotion Period, at Sponsor’s discretion.

REPLYING TO THE PRIZE NOTIFICATION WILL NOT AUTOMATICALLY MAKE THE POTENTIAL WINNER THE ACTUAL PRIZE WINNER. THE POTENTIAL WINNER MUST MEET ALL ELIGIBLY REQUIREMENTS AND OTHERWISE COMPLY WITH THESE OFFICIAL RULES.

The winner might be announced on Sponsor’s Facebook and Instagram pages and possibly on Sponsor’s website and other social media platforms, but this is not how the potential winner will be notified.

1. **Odds of Winning**. The odds of winning depend on the number of eligible entries received.
2. **Prize and Prize Value**. The prize is two (2) tickets to a Spurs basketball home game plus one (1) parking pass for AT&T Center Parking Lot 6. Sponsor will select which game the winner will attend; the winner CANNOT select the game the winner attends. The tickets cannot be substituted or exchanged. The prize does NOT include the arrangement or cost of transportation to or from the game. The prize does NOT include food or beverage or other expenses incurred prior to, during, or after the game. Approximate retail value of the two home game tickets is $700. Approximate retail value of the parking pass: $15. Total approximate retail value of the prize: $715

**Prize Delivery**: Once Sponsor has determined that the winner meets all eligibility and other requirements in these Official Rules and once the winner timely provides the signed Affidavit of Eligibility and Release to Sponsor, Sponsor will coordinate prize pick-up or delivery with the winner directly. The winner may be required to travel to claim to the prize, and the winner may be responsible for the cost of travel to claim the prize. By participating, the winner waives the right to claim as a cost of winning the prize, the cost of travel required to claim or use the prize. If Sponsor delivers the prize via mail, the prize will be deemed delivered to the winner once the prize is delivered by Sponsor to the U.S. Postal Service or other common carrier of Sponsor’s choosing. Sponsor will not be responsible or liable for a lost, stolen, or damaged prize once mailed by Sponsor to the address provided by the winner or once delivered to the U.S. Postal Service or other common carrier, or for any loss or damages relating to delivery, use, or misuse of the prize.

**Prize Conditions**:

The approximate retail value (“ARV”) of the prize is USD $715.

The U.S. Internal Revenue Service requires a Form 1099 MISC to be issued to and filed by any prize winner if the value of the prize received is USD 600 or more. Sponsor will issue a Form 1099 MISC to the prize winner for the VALUE of the prize won, and the prize winner is solely responsible for filing this completed form with the Internal Revenue Service.

All applicable federal, state, and local taxes associated with acceptance and use of the prize is the sole responsibility of the winner. All expenses and items not specifically mentioned in these Official Rules are not included and are the winner’s sole responsibility. The prize may not be exchanged for cash value or otherwise, and the prize is non-refundable. No transfer, substitution, or assignment of the prize is permitted. The prize is subject to availability and substitution, in whole or in part, with a prize of equal or greater retail value if the prize is unavailable or cannot be awarded for any reason, in Sponsor’s sole discretion. The value of the prize set forth above represents Sponsor’s good faith determination of the ARV thereof and cannot be challenged or appealed. The actual value may vary based on retail value or expected retail value at the start of the Promotion. In the event the ARV of the prize is more than the *actual* retail value of the prize, the difference will not be awarded in cash or otherwise.

**IMPORTANT: Sponsor makes no representation, warranty, or guarantee in whole or in part, express or implied, in fact or in law, in relation to the prize and/or the use of the prize. Without limiting the generality of the foregoing sentence, Sponsor expressly disclaims any and all representations, warranties, and guarantees regarding the prize, including without limitation, those regarding the safety, quality, performance, availability, merchantability, fitness for a particular purpose, and/or suitability for use of the prize, and/or non-infringement of third party rights and/or title. Sponsor expressly disclaims any and all responsibility and liability for injury, death, and/or loss to any person or property relating to the delivery, possession, use, and/or misuse of the prize, including without limitation with respect to travel required to use the prize. Additional restrictions, conditions, disclaimers, and limitations regarding the prizes may apply and will accompany the prize.**

All prize details not set forth in these Official Rules are at the sole discretion of Sponsor.

**8. Ownership of Photos; Sponsor’s Right to Use Photos**. As between Sponsor and each participant, each participant shall retain all ownership rights in and to the participant’s photo (but check Facebook’s terms regarding Facebook’s potential ownership and use of the submitted photos). **Each participant (including the winner AND all other participants who do not win) hereby grants to Sponsor and to Soda Pops Patio and Grill Boerne, an unrestricted, perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, sublicensable, and assignable license and right to (i) to display the submitted photos on Sponsor’s and Soda Pops Patio and Grill Boerne’s websites and social media sites and on any other websites for promotional purposes; and (ii) to otherwise use, copy, publicly display, distribute, modify, and create derivative works of the submitted photos, for any and all purposes and in any medium whatsoever. Sponsor and Soda Pops Patio and Grill Boerne shall have the right to publish and/or use the submitted photos, as described above, without notifying the participants in advance of each publication or use, without attribution to the submitter, and without compensation of any kind to the participants or their respective heirs, representatives, successors, or assigns.**

**9. Publicity Release**. Unless prohibited by law, acceptance of the prize shall constitute and signify the winner’s agreement and consent that Sponsor, and third parties on Sponsor’s behalf, and Soda Pops Patio and Grill Boerne’s, and third parties on its behalf, may use the winner’s name, city and state of residence, biographical data, voice, statements, image, likeness, and/or prize won (collectively the winner’s “Name and Likeness”) in connection with the Promotion and with Sponsor’s and/or Soda Pops Patio and Grill Boerne’s use of the winner’s photo, and/or for other marketing and promotional purposes and for any other business purpose, in any media, now known or hereafter developed, throughout the world, including on the Internet, without providing additional notice, consent, review opportunity, or consideration to the winner. Winner agrees that Sponsor (and third parties on Sponsor’s behalf) and Soda Pops Patio and Grill Boerne (and third parties on its behalf) have the unrestricted, perpetual, and worldwide right to reproduce, copy, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives of, and otherwise use the winner’s Name and Likeness and submitted photo. Winner agrees that Sponsor and Soda Pops Patio and Grill Boerne may alter the winner’s Name and Likeness and may combine the winner’s Name and Likeness with other materials and information (including without limitation, text, data, images, photographs, illustration animation and graphics, or video or audio segments of any nature, in any media or embodiment, now known or hereafter developed). Winner accepts and acknowledges that Sponsor and Soda Pops Patio and Grill Boerne shall not be obligated to use the winner’s Name and Likeness in connection with the use of the winner’s submitted photo or otherwise, and neither Sponsor nor Soda Pops Patio and Grill Boerne shall incur any liability whatsoever to the extent Sponsor or Soda Pops Patio and Grill Boerne chooses to refrain from any exploitation of their rights hereunder. For clarity, Sponsor and Soda Pops Patio and Grill Boerne are not required to, but may, attribute the winner’s submitted photo to the winner.

**10. Privacy**. By entering the Promotion, you agree that Guadalupe Valley Telephone Cooperative, Inc. may use your personal information to send you email updates, send you Facebook and Instagram messages, and add Facebook and Instagram posts to your newsfeed about upcoming events, products, or services that might interest you. You can unsubscribe from receiving our email updates at any time by following the instructions provided with Sponsor’s email communications. You can unsubscribe from receiving our Facebook messages by unfollowing us on Facebook and Instagram. You can unsubscribe from receiving our Facebook and Instagram posts in your newsfeed by unfollowing us on Facebook and Instagram. Unless otherwise set forth in these Official Rules, personal information collected from participants is subject to Sponsor’s Privacy Policy located at <https://gvtc.com/gvtc-library/policies/privacy-policy> . Please review this Privacy Policy prior to entering the Promotion.

By entering this Promotion, you acknowledge that you are disclosing your personal information to Sponsor, and not to Facebook or Instagram.

**11. Release**. By participating in this Promotion, you (i) agree to release (a) Facebook and Instagram; (b) Soda Pops Patio and Grill Boerne; and (c) Sponsor and its affiliates, suppliers, distributors, advertising/promotion agencies, and prize supplier, and each such company’s officers, directors, employees, agents, and independent contractors (collectively, the “Releasees”) from any and all liability for any and all claims, losses, damages, injuries, death, damage to or loss of personal property, costs and expenses (including reasonable attorneys’ fees) of any kind arising out of or relating to your participation in this Promotion; your acceptance, possession, use, or misuse of your prize and/or use and/or misuse of the prize by any other party once received by you (including without limitation any travel or activity related thereto); and/or the Releasees’ use of your photo and/or Name and Likeness (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (ii) agree to indemnify and hold harmless the Releasees from and against any and all third-party claims, losses, damages, liabilities, injuries, death, damage to or loss of personal property, costs, and expenses (including reasonable attorneys’ fees) of any kind arising out of or relating to your participation in this Promotion; your acceptance, possession, use, or misuse of your prize and/or use and/or misuse of the prize by any other party once received by you (including without limitation any travel or activity related thereto); and/or the Releasees’ use of your photo and/or Name and Likeness (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (iii) acknowledge and agree that the Releasees have not made and are not responsible or liable for any guarantees, warranties, or representations, express or implied, regarding the prize. The prize must be accepted as awarded, and the prize is awarded “AS IS” and “AS AVAILABLE” with no guarantee, warranty, or representation, express or implied, in fact or in law.

The winner of the Promotion will be required to sign an Affidavit of Eligibility and Release, containing a release of any and all liability from any claims for damages, losses, or injury against Releasees arising from use of the prize, and such other forms as Sponsor may require. Requiring the winner to sign the Affidavit of Eligibility and Release and/or other documents, however, in no way limits the above release of liability or any other provision of these Official Rules.

**12. Limitations of Liability**. Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, printing or typographical errors, or by any of the equipment or programming associated with or utilized in the Promotion; (ii) technical failures of any kind, including without limitation malfunctions, interruptions, or disconnections in phone lines, network availability, server or other connections, hardware or software, or other equipment; or other disruption related to Internet traffic, viruses, or otherwise; (iii) forces beyond the reasonable control of Sponsor that may cause the Promotion to be disrupted or corrupted; (iv) unauthorized human intervention in any part of the entry process or the operation of the Promotion; (v) technical or human error that may occur in the administration of the Promotion or the processing of entries; (vi) late, lost, incomplete, inaccurate, misdirected, illegible or unintelligible, undeliverable, damaged, or stolen entries or correspondence; or (vii) any injury, death, or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from a participant’s participation in the Promotion; receipt, possession, use, or misuse of the prize and/or use and/or misuse of the prize by any other party once received by you (including without limitation any travel or activity related thereto); or use of the participants’ photos and/or winner’s Name and Likeness. If, for any reason, a participant’s entry is confirmed to have been erroneously deleted, lost, stolen, misdirected, or otherwise destroyed or corrupted, participant’s sole remedy is another entry in the Promotion, if it is possible at that time.

**13. Disputes; Limitation of Liability**. Except where prohibited, participants agrees that: (i) these Official Rules, and the rights and obligations of the participants and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any conflict-of-law rule that would result in the application of the laws of any other jurisdiction; (ii) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by courts located in New Braunfels, Texas; and participants submit to the exclusive jurisdiction and venue of the courts located in the New Braunfels, Texas for any and all causes of action relating to this Agreement; (iii) any and all claims, judgments, and awards shall be limited to the greater of (a) the actual out-of-pocket costs incurred by the applicable participant relating to the Promotion, including costs associated with entering the Promotion and claiming the prize; or (b) USD 25.00 (twenty five U.S. dollars); but in no event will any participant be awarded attorneys’ fees; (iv) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, indirect, punitive, special, exemplary, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses incurred; and (v) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive, all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU.

**14. General**. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of such term on another occasion or any other term. Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Promotion, or if the Promotion is not capable of being executed as planned for any other reason, as determined by Sponsor in its sole discretion. If the Promotion is terminated before the end of the Promotion Period, Sponsor may, in its discretion, randomly select a winner from all eligible entries received as of the termination date. Sponsor reserves the right, in its sole discretion, to disqualify any individual who Sponsor finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this Promotion or in a disruptive manner.

**CAUTION**: Any attempt by any person to defraud Sponsor in connection with the Promotion, to damage any website, or to otherwise deliberately undermine the legitimate operation of the Promotion, may be a violation of criminal and civil laws and subject to criminal and civil penalties. Should such an attempt be made, Sponsor will disqualify any such person from the Promotion, without notice to such person; and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law and to cooperate in the prosecution of any such conduct.

**15. Winner Name**. To request the winner’s name, please send a self-addressed, stamped envelope to Guadalupe Valley Telephone Cooperative Winner’s List Request, 36101 FM 3159, New Braunfels, Texas 78132 or send an email to Soraya.Herbert@gvtc.net.

**Consumer Disclosure: You have not yet won. No purchase or payment of any kind is necessary to enter or win. One prize will be awarded, and the winner will be randomly selected. The prize is two (2) tickets to a Spurs basketball home game (worth approximately $700) and one (1) parking pass at AT&T Center Parking Lot 6 (worth approximately $15). The winner cannot select which game to attend. The total approximate retail value of the prize is USD $715. The odds of winning depend on the number of eligible entries received. One entry per person, per household, and per Facebook account (if entering via Facebook). Must be 18+ and resident of Sponsor’s service area in Texas (which can be determined at https://gvtc.com/check-availability). Other restrictions apply. Promotion Period: March 2, 2020 at 10:00 a.m. to March 13, 2020 at 11:59 p.m. Central Standard Time. Sponsor: Guadalupe Valley Telephone Cooperative, Inc., 36101 FM 3159, New Braunfels, Texas 78132.**